

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE September 10, 2002		4. REQUISITION/PURCHASE REQ. NO. 24-03OH20152.000	
5. PROJECT NO. (IF APPLICABLE)					
6. ISSUED BY CODE U.S. Department of Energy Attn: Derrick J.C. Franklin Ohio Field Office P. O. Box 3020 Miamisburg OH 45343		7. ADMINISTERED BY (IF OTHER THAN ITEM 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)		(T) X		9A. AMENDMENT OF SOLICITATION NO. DE-RP24-03OH20152	
				9B. DATED (SEE ITEM 11) August 5, 2002	
				10A. MODIFICATION OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X]The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, [X] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (IF REQUIRED)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(T)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (SPECIFY AUTHORITY) THE CHANGES SET FORTH IN ITEM 14 AND MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT OF AUTHORITY OF:
	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.

SEE PAGE 2

Except as provided herein, all terms and conditions of the document in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or Print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) Derrick J.C. Franklin	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Original Signed</u> (Signature of Contracting Officer)	16C. DATE SIGNED 9/10/02

Section A, Solicitation, Offer and Award

1. Item 16. Delete “OFFER (Type or print)” and insert “Name and Title of Person Authorized to Sign Offer (Type or print)”

Section B, Supplies or Services and Prices/Costs

1. The following clause is added:

Clause B.12, Price-Anderson Amendments Act (PAAA) Coverage

Nuclear incident indemnification under PAAA and its implementing clause are ineffective unless and until Congress re-enacts coverage. Until PAAA authority is re-enacted, the DOE intends to pursue alternative indemnification coverage through Pub. L. 85-804, where applicable. Until such time as DOE’s authority to provide nuclear hazards indemnification is enacted, the following clauses or portions thereof are not applicable:

1. Clause I.116, DEAR 952.250-70, Nuclear Hazards Indemnity Agreement (Jun 1996)
2. Clause H.18, Price-Anderson Amendments Act Non-Compliance
3. Any other terms and conditions that imply PAAA coverage, directly or indirectly

Section C, Description/Specs./Work Statement

1. The Exhibit 2a which was posted to the SEB web site on August 7, 2002, as “Status Detail on R/SW/T Buildings”, is incorporated into the RFP by this amendment.

Section H, Special Contract Requirements

1. Section H.4(a)(2) add the following sentence at the end of the paragraph:

(This is for information purposes only and is not intended to convey any rights to the contractor or impose any obligations on the Government.)

2. The following clause is added:

Clause H.30 Extraordinary Contractual Relief (Applicable only if coverage under PAAA is not enacted)

- (a) The contractor may submit a request for indemnification under Pub L. 85-804, as further described in FAR 50.403, within 14 days after contract award. The contractor represents that it has read and understands the provisions of Pub L. 85-804, that it has read and understands the requirements contained in FAR 50.403 for obtaining Pub L. 85-804 relief, and that it has read and understands the process described in Department of Energy Acquisition Letter No. 2002-04 for obtaining Pub L. 85-804 relief. The contractor further agrees to fully cooperate with DOE in the process of obtaining approval for the Pub L. 85-804 indemnification request.

- (b) If DOE's authority to provide nuclear hazards indemnification is enacted before the Pub L. 85-804 indemnification process is complete, the contractor will be relieved of this requirement and the contract will be modified to include the indemnification DOE is authorized to provide.
- (c) If DOE's authority to provide nuclear hazards indemnification is enacted after the Pub L. 85-804 process has been completed, the contract will be modified to replace Pub L. 85-804 indemnification with the indemnification DOE is authorized to provide.
- (d) If the authority to provide nuclear hazards indemnification referenced in (b) and (c) is the same as DEAR 952.250-70, the contract will be modified to delete the limitation on the applicability of the clause and any other clause that has a similar limitation under Section B.12.

Section J, List of Attachments

1. Attachment C, Deliverables, number 1, Project Baseline, column "Frequency", Delete "120 days after contract award" and insert "April 30, 2003".
2. Attachment C, Deliverables, number 64, Annual Review of ISMS, column "Frequency", Delete "September 15".
3. Attachment C, Deliverables, Correct phone number for James Johnson from: 937-865-5234 to: 937-847-5234.
4. Attachment G, Government Furnished Services/Items. Delete page header.

Section L, Instrs., Conds., and Notices to Offerors

1. Section L.15 add the following as paragraph three.

This RFP contains DEAR 952.250-70, Nuclear Hazards Indemnity Agreement (June 1996) granting certain indemnities authorized by the Price Anderson Amendments Act (PAAA) of 1988. The provisions of PAAA have expired. As a result, indemnification under PAAA and its implementing clause DEAR 952.250-70 is unavailable unless and until Congress re-enacts coverage. If Congress enacts PAAA indemnification coverage prior to contract award, PAAA indemnification coverage (DEAR 952.250-70) shall be retained in the contract upon award.

This RFP also contains H.30, Extraordinary Contractual Relief. This clause is only applicable if PAAA coverage is not enacted. The clause sets forth the procedure for requesting indemnity under Pub L. 85-804 and the procedure that will be followed if the PAAA indemnification coverage is enacted after award.

Offerors may submit proposals that contain the following contingency, i.e., "contingent upon the application of PAAA coverage or similar coverage under Pub L. 85-804." Such contingency is not an exception/deviation. However, offerors are advised that coverage under Pub L. 85-804 is only applicable if PAAA coverage is not enacted (See clause H.30) and a contingency that indicates otherwise will be considered an exception/deviation.

2. Section L.16(a). Delete "L.5.C.2" and insert "L.6(c)(2)"

Section M, Evaluation Factors for Award

1. Section M.1 add the following as paragraph (h).

If PAAA indemnification coverage has not been enacted prior to contract award and selection for award is imminent, DOE will notify all offerors still eligible for award of the unavailability of PAAA indemnification, including offers with the above contingency, and the offeror may withdraw its offer. If the offeror chooses to withdraw its offer, it must notify the Contracting Officer, within 48 hours of the Contracting Officer's notification. However, offerors are advised that coverage under Pub L. 85-804 is only applicable if PAAA coverage is not enacted (See clause H.30) and a contingency that indicates otherwise will be considered an exception/deviation.

2. Section M.4 I.(d)(iv). Delete "was" and insert "well"; Delete "offeror's" and insert "offerors."
3. Section M.4 II.(a). Delete "project manager" and insert "Site Manager"

Except as provided herein, all terms and conditions of the document referenced in Item 9A, as heretofore changed, remain unchanged and in full force and effect.

Exhibit 2a – Additional Detail on R/SW/T Buildings

It is estimated that approximately 550 pounds of mercury still remains in SW Building and less than 20 pounds in T. It is anticipated that mercury will need to be removed from the equipment and placed in containers before transferred for storage/disposal. The contaminated mercury is a mixed waste. Currently, there is no identified path forward for treating the stored mercury. However, commercial alternatives are believed to exist.

Many areas in T, SW and R Buildings contain asbestos in floor tiles, transite walls, roofing, doors, piping thermal insulation etc. Only small fraction of asbestos has been removed during the safe shutdown activities. The majority of these buildings still need to undergo asbestos abatement. It is estimated that approximately 4000 linear feet of thermal insulation and 20,000 square feet of roofing, tiles, etc. are still in SW and R Building. No estimation currently exists for T Building.

Removal of thermal diffusion columns requires special attention, not only due to their elevated level of tritium contamination, but also physical configurations. There are 15 in T-59, 1 in T-274, 4 in SW-8 and 1 in R-110. There are several filter banks located in T, SW and R Buildings. Filter banks are expected to be needed while deactivation is taking place to minimize the off-site emission as well as to maintain the integrity of the nuclear facilities. A total of 12 filter banks are in SW and R Buildings. Only one exists in T Building (T-27, its dimensions are 24"x24"x1").

Originally the buildings contained approximately 1,200 feet of glovebox lines. About 800 feet are estimated to remain at this time. The current method of deactivation of highly contaminated gloveboxes (and their ancillary equipment and piping) is a tedious and time-consuming process. Ancillary equipment and piping and trash are removed from the gloveboxes first. The gloveboxes are then purged through TERF and/or to ambient to reduce the contamination level. If contamination levels are still high after purging, bubble suits are utilized.

Consideration of size reduction of the gloveboxes to comply with DOT requirements may be needed.

Gloveboxes with low levels of contamination have been left in place and was planned for removal during the future demolition phase.

A total of 43,587 square feet of floor space within T, SW and R are "hot" areas (contamination area), 12,938 square feet in T, the remaining in SW/R. The rest of buildings are considered as "cold" areas. (T Building has about 173,000 square feet of floor space, while SW/R about 100,000 square feet.) Full characterization of SW and R Buildings to determine level of contamination throughout the buildings has not yet been done. It is suspected that some areas within the buildings may contain contamination sources high enough to exceed the NESHAP requirements during building demolition, such as crawl spaces, alpha contamination in R Building, underneath the existing walls, and underneath the floors in certain rooms of SW Building. Decontamination of certain areas may be required prior to building demolition. In the past, T Building has handled operations with contamination of various radionuclides. There is also subsurface (below-grade) contamination in the first floor of T Building due to the legacy of the historical polonium operations. The soil cleanup criteria used throughout the site may not be applicable in this situation. No precedence exists with the regulators for this situation. The TERF continues generating tritiated water during its operations. The quantity of tritiated water generated varies from month to month. In general, the summer time has higher (~120 L/month) than in the winter (~60 L/month) due to its high moisture content. The average generation rate is about 25,000 curies of tritium per month. The tritiated water has been solidified in the waste solidification facility in T-61 and shipped to the NTS for disposal. TERF is expected to be operational throughout the entire deactivation process. A total of 12 rooms in T, SW and R Buildings are designated as limited areas (one in T, one in R and the rest in SW). There are only four remaining classified parts. They are all stored in R-108. It is estimated that all of them will be processed and disposed of in R-108 except for one, which will need to be shipped to LANL. The project only has limited amount of nuclear materials remained including 21 deuterium cylinders, 1 kg of D-38 (depleted uranium), 5kg of natural uranium, 387 micrograms of Cf-254 and 0.3g of Pu-238.